

**COUNTY OF PLACER  
DEPARTMENT OF PUBLIC WORKS**

**NOTICE TO CONTRACTORS  
PROPOSAL AND CONTRACT**

**FOR**

**AUBURN FOLSOM ROAD WIDENING,  
SOUTH PHASE**

**CONTRACT NO. 1001**



**BID OPENING - \_\_\_\_\_, 2007 AT \_\_\_\_\_ P.M.**

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS DATED MAY 2006, STANDARD PLANS DATED MAY 2006, AND LABOR SURCHARGE AND EQUIPMENT RATES OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE PLACER COUNTY GENERAL SPECIFICATIONS DATED OCTOBER 1996 INsofar AS THE SAME MAY APPLY AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

# **AUBURN FOLSOM ROAD WIDENING, SOUTH PHASE**

**Contract No. 1001**

## **COUNTY OF PLACER DEPARTMENT OF PUBLIC WORKS**

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### **NOTICE TO CONTRACTORS**

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Sealed proposals for the work shown on the plans entitled:

#### **AUBURN FOLSOM ROAD WIDENING, SOUTH PHASE CONTRACT NO. 1001**

Bids will be received at the Office of the Purchasing Manager, 2964 Richardson Drive, Dewitt Center, Auburn, California, 95603 until \_\_\_\_\_ p.m. on \_\_\_\_\_, 2007 at which time they will be publicly opened and read at said address. Any Protest regarding the award of the contract must be submitted pursuant to Section 10.0 of the Placer County Purchasing Policy Manual, a copy of which is available from the Department of Public Works or the Department of Administrative Services.

#### **General Work Description:**

The scope of work, in general, includes: roadway improvements including widening of Auburn Folsom Road from two to four lanes, signal modification on Auburn Folsom Road at Oak Hill Drive and drainage improvement.

**Project Location:** The project is located between the County Line and Lou Place on Auburn Folsom Road in Placer County

The Engineer's Estimate for this project is \$7,000,000

A pre-bid meeting is scheduled for this project.

Bids are required for the entire work described herein. The Department reserves the right to reject any and all bids, and to waive any irregularities in said bids.

Attention is directed to Section 7-1.01C, "Contractor's Licensing Laws," of the Standard Specifications. The Contractor shall possess a valid Class "A" license from the State of

California or a combination of classes, C-8 Concrete Contractor, C-10 Electrical Contractor, C-12 Earthwork and Paving Contractor, C-13 Fencing Contractor, C-32 Parking and Highway Improvement Contractor, C-50 Reinforced Steel Contractor, D-42 Sign Installation Contractor, D-49 Tree Service Contractor, D-56 Trenching contractor, D-59 Hydroseed Spraying Contractor, D-63 Construction Cleanup Contractor, and all other classes required by the categories and types of work included in this contract at the time of the bid award, and the license(s) shall remain in effect throughout the term of the Contract.

Plans, specifications, and proposal forms for bidding this project can only be obtained at the Office of the Purchasing Agent in the County of Placer

Procurement Services  
2964 Richardson Drive  
Auburn, CA 95603  
Telephone: (530) 889-7776

All questions concerning this project shall be provided in writing and must be received by the County, in the manner described below, on or before the bid opening date. The County makes no assurances that questions received within five (5) days of the bid opening date will be answered prior to bid opening. Written questions may be faxed or mailed to the following locations:

Faxes: To the attention of the Auburn Folsom Road Widening, South Phase Manager at (530) 745-3540

Mailed: To the attention of the Auburn Folsom Road Widening, South Phase Manager at County of Placer, Department of Public Works, Bridge and Roadway Engineering Division, 3091 County Center Drive, Suite 220, Auburn, CA 95603

Bidders are responsible to confirm receipt of written questions by the County. Additionally, the County will answer a bidder's question only if the bidder provides the County a means for a response, including a telephone number, address, and fax number.

A non-refundable fee of forty dollars (\$40.00) per plan set will be charged if pick up, or forty-five dollars (\$45.00) per plan set if mailed.

Bid Bonds will be required for this project.

The successful bidder shall be required to furnish a Payment Bond and a Performance Bond and certificates of liability and property damage insurance. The amounts of liability and property damage insurance will not be less than the amounts shown in the Special Provisions and will include an Additional Insured Endorsement to the Contractor's Liability insurance policy naming Placer County, its officers, agents and employees as additional insureds.

Bidders are urged to obtain MBE, WBE, and DVBE participation on this project, although there are not specific goals for MBE, WBE and DVBE participation.

The County of Placer hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

This contract is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the county in which the work is to be done has been determined by the Director of Department of Industrial Relations. For bidding purposes, these wage rate publications may be examined at the office of the Department of Public Works, 3091 County Center Drive, Suite 220, Auburn, California 95603 or at the office of the Purchasing Agent, County of Placer, 2964 Richardson Drive, DeWitt Center, Auburn, California 95603. Future effective wage rates, which have been predetermined and are on file with the Department of Industrial Relations are referenced but not printed in said publication.

The Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished will apply to work done under this contract.

Dated: \_\_\_\_\_

COUNTY OF PLACER  
DEPARTMENT OF PUBLIC WORKS

\_\_\_\_\_  
Ken Grehm, Director

**PROPOSAL VOID IF DETACHED**

**P R O P O S A L**

Proposal to the County of Placer, State of California, in the County of Placer for the:

Signal Installation at Auburn-Folsom Road and Fuller Drive

**Contract No. 1001**

**NAME OF BIDDER** \_\_\_\_\_

**BUSINESS P.O. BOX** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**BUSINESS STREET ADDRESS** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**TELEPHONE NUMBER (    )** \_\_\_\_\_

**FAX NUMBER (    )** \_\_\_\_\_

The project to be done and referred to herein is in Placer County, State of California, is located on Auburn-Folsom Road at Oak Hill Drive, and is to be constructed in accordance with the Department of Transportation Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, the Placer County General Specifications, dated October 1996, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates.

The project plans and specifications for the work to be done were approved and are entitled:

**COUNTY OF PLACER  
DEPARTMENT OF PUBLIC WORKS  
AUBURN-FOLSOM ROAD WIDENING  
SOUTH PHASE**

**CONTRACT NO. 1001**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfactory to the Department of Public Works, within 8 days, not including Sundays and legal holidays, after the bidder has received notice from the Department that the Contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and same shall be the property of the County of Placer.

The undersigned, as bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation that he has carefully examined the location of the proposed work, the attached proposed form of Contract, and the plans therein referred to, and he proposes and agrees if this Proposal is accepted, that he will Contract with the County of Placer, in the form of the copy of the Contract attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirement of the Engineer as therein set forth, and that he will take in full payment therefor the following unit prices, to-wit:

**AUBURN-FOLSOM ROAD WIDEN, SOUTH PHASE****CONTRACT NO. 1001****BID ITEMS**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE DOLLARS/UNIT</b>	<b>TOTAL COST</b>
1	Temporary Fence (Type ESA)	FT	3500		
2	Construction Site Management	LS	1		
3	Prepare Storm Water Pollution Prevention Plan	LS	1		
4	Water Pollution Control	LS	1		
5	Construction Area Signs	EA	8		
6	Traffic Control System	LS	1		
7	Type III Barricade	EA	0		
8	Temporary Pavement Marking (Paint)	SQFT	359		
9	Temporary Traffic Stripe (Paint)	FT	6011		
10	Temporary Channelizers	EA	54		
11	Temporary Railing (Type K)	FT	9800		
12	Temporary Crash Cushion	EA	126		
13	Remove Fence (Wood)	FT	1152		
14	Salvage Fence (Wood)	FT	217		
15	Remove Fence (BW)	FT	1423		
16	Remove Traffic Stripe	FT	17758		
17	Remove Pavement Marking	SQFT	1418		
18	Remove Monument Sign	EA	2		
19	Remove Culvert	EA	7		
20	Remove Roadside Sign	EA	2		
21	Remove Concrete (Curb and Gutter)	FT	218		
22	Relocate Fire Hydrant	EA	1		
23	Relocate Roadside Sign	EA	33		
24	Relocate Monument Sign	EA	1		
25	Adjust Water Valve Cover to Grade	EA	5		
26	Adjust Water Meter Box to Grade	EA	1		

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE DOLLARS/UNIT	TOTAL COST
27	Adjust Manhole to Grade	EA	4		
28	Clearing and Grubbing	LS	1		
29	Develop Water Supply	LS	1		
30	Roadway Excavation	CY	22697		
31	Rock Excavation	CY	2666		
32	Shoulder Backing	CY	502		
33	Ditch Excavation	FT	3979		
34	Basin Excavation	CY	83		
35	Erosion Control (Type D)	SQYD	8855		
36	Revegetation Planting (15 Gallon Trees)	EA	622		
37	Temporary Irrigation Facilities (Revegetation Planting)	LS	1		
38	Imported Topsoil	CY	1025		
39	Cultivate	LS	1		
40	Soil Amendment	CY	35		
41	Mulch	CY	102		
42	Fertilizer Packets	EA	1911		
43	Plant (Group A)	EA	642		
44	Plant (Group B)	EA	303		
45	Plant (Group U)	EA	40		
46	Plant Establishment Work (90 WD) (Highway Planting)	LS	1		
47	Plant Establishment Work (600 WD) (Revegetation Planting)	LS	1		
48	Plastic Header Board	FT	2252		
49	Gravel Maintenance Strip	CY	62		
50	Root Barrier	FT	2252		
51	1-1/2" Flow Sensor Electric Transmitter	EA	1		
52	Control and Neutral Conductors	LS	1		
53	Paige Cable Conduit – 1¼" PVC Sch 40	FT	20		
54	2" Conduit – Wiring (Sch 40)	FT	50		
55	Concrete Pull Box	EA	2		
56	1" Electric Remote Control Valve	EA	18		



ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE DOLLARS/UNIT	TOTAL COST
57	1½" Master Electric Control Valve	EA	1		
58	1" Remote Control Valve / Filter	EA	18		
59	Air Relief Valve	EA	18		
60	Flush Valve	EA	18		
61	32 Station Irrigation Controller	EA	1		
62	Controller Enclosure Cabinet / Pad	EA	1		
63	¾" Plastic Pipe (PR 200)(Lateral Line)	FT	325		
64	1" Plastic Pipe (PR 200)(Lateral Line)	FT	40		
65	1½" Plastic Pipe (Sch 40) (Mainline) (Supply Line)	FT	825		
66	1¼" Plastic Pipe (Sch 40) (Mainline) (Supply Line)	FT	500		
67	1" Plastic Pipe (Sch 40) (Mainline) (Supply Line)	FT	120		
68	Subsurface Dripline	LS	1		
69	1½" Gate Valve	EA	1		
70	1" Quick Coupling Valve	EA	19		
71	1" Ball Valve	EA	9		
72	Backflow Prevention Device	EA	1		
73	Backflow Enclosure	EA	1		
74	Water Meter (Incl. Tap)	EA	1		
75	Water Development Fees	LS	1		
76	Irrigation Electrical Service	LS	1		
77	Electrical Meter / NEMA Enclosure	EA	1		
78	6" Conduit	FT	126		
79	Decomposed Granite	CY	126		
80	Aggregate Base (Class 2)	CY	10389		
81	Asphalt Concrete (Type A)	TON	10671		
82	Asphalt Concrete (Open Graded)	TON	1554		
83	Place Asphalt Concrete Dike (Type A)	FT	3040		
84	Minor Concrete (Minor Structure)	CY	23		

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE DOLLARS/UNIT	TOTAL COST
85	CMU Block Wall	SQFT	13882		
86	Architectural Finish (Stone Veneer)	SQFT	1930		
87	Monument Sign	EA	2		
88	18" HDPE	FT	871		
89	24" HDPE	FT	730		
90	30" HDPE	FT	449		
91	Flume Downdrain	FT	42.5		
92	Entrance Taper	EA	11		
93	36" Corrugated Steel Pipe (CSP) Riser	FT	43		
94	18" Flared End Section	EA	2		
95	24" Flared End Section	EA	1		
96	30" Flared End Section	EA	4		
97	36" Precast Storm Drain Manhole	EA	2		
98	Rock Slope Protection (Facing)	CY	68		
99	Rock Slope Protection Fabric	SQFT	2880		
100	Minor Concrete (Curb)	CY	75		
101	Minor Concrete (Curb & Gutter)	CY	10		
102	Minor Concrete (Sidewalk)	CY	5		
103	Minor Concrete (Curb Ramp)	CY	2		
104	Miscellaneous Iron & Steel	LB	3783		
105	Fence (Type WM)	FT	1460		
106	Fence (Wood)	FT	203		
107	Thermoplastic Traffic Stripe	FT	18961		
108	Thermoplastic Pavement Marking	SQFT	1629		
109	Signal & Lighting	LS	1		
110	24" Ductile Iron Pipe Water Line & Fittings	FT	3106		
111	24" Butterfly Isolation Valves	EA	5		
112	6" Low Point Blowoff	EA	4		
113	4" End Line Temp Blowoff	EA	2		
114	1" Air Vacuum Relief Valve	EA	5		
115	Pressure Test	LS	1		

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE DOLLARS/UNIT	TOTAL COST
116	Pipeline Disinfection and Testing	LS	1		
117	MOBILIZATION 10%	LS	1		

**Total Cost:** \_\_\_\_\_

\_\_\_\_\_  
**Name of Contractor**

\_\_\_\_\_  
**Name of Company**

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the Department of Public Works does not express or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary, or advisable by the Engineer.

**ENVELOPES CONTAINING BIDS** shall be marked:

**AUBURN-FOLSOM ROAD WIDENING, SOUTH PHASE**

**CONTRACT NO. 1001**

**NOT TO BE OPENED UNTIL 3:30 p.m., XXXX X, 2007.**

County reserves the right to reject any or all bids, and to waive any irregularities in bids.

## LIST OF SUBCONTRACTORS

The bidder shall list the name, address, and contractors license classification and number of each subcontractor required to be listed by Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, and the Special Provisions. In addition, designate the portion and percentage of the work to be performed by the Subcontractor, to whom the bidder proposes to subcontract portions of the work. *The California contractor license designation and number shall be included for all subcontractors doing work in excess of \$5000.00.*

Name & Address	License Designation Number	Description of Portion of Work Contracted	% of Work Subcontracted
	<b>With applicable Bid Item(s)</b>	<b>per Bid Item</b>	

## **LIST OF PROPOSED SUBSTITUTIONS**

Pursuant to Public Contract Code Section 3400, the following substitutions are proposed as “Equals” for those set forth in the Contract. All data substantiating the proposed substitutions shall be submitted to the County upon request.

<b>Contract Section</b>	<b>Name of Product to be Substituted Out</b>	<b>Name and Manufacturer of Proposed Product To Be Substituted</b>	<b>Model/Quantity of Proposed Product</b>
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**THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF  
THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT  
AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A  
PART OF THIS PROPOSAL**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor, \_\_\_\_\_, hereby certifies that he/she has, \_\_\_\_\_, has not, \_\_\_\_\_, participated in a previous Contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous Contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60- 1.7(b) (1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works Contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**NOTE:** The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.



## **PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

## **TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT**

In accordance with Title 23, United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**NOTE:** The above Questionnaire, Statement, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non- Collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

AUBURN-FOLSOM ROAD WIDENING, SOUTH PHASE  
PROPOSAL – PAGE 14 OF 17

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**  
**DEBARMENT AND SUSPENSION CERTIFICATION**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**NOTE:** Providing false information may result in criminal prosecution or administrative sanctions.

The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Accompanying this proposal is a "Bidder's Bond" in an amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE** - If bidder is a corporation, the legal name of the corporation and the state of incorporation shall be set forth together with the signature and title of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, the true name of the partnership, its state of organization, and whether it is a general or limited partnership, shall be set forth below together with the signature of the partner or partners authorized to sign contracts in behalf of the partnership. If bidder is some other type of business entity, such as a limited liability company, the true name of the entity, its state of organization, and its entity type shall be set forth below together with the signature and title of the person or persons authorized to sign contracts in behalf of the entity. If bidder is an individual, his or her signature shall be placed below. If signature is by an agent (other than an officer of a corporation, member of a partnership, or other authorized officer of the business entity), a Power of Attorney must be filed with the County prior to opening bids or submitted with the bid; otherwise, the bid may be regarded as irregular and unauthorized.

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Licensed in accordance with an act providing for the registration of Contractors, License Number \_\_\_\_\_. Expiration Date \_\_\_\_\_. Classification \_\_\_\_\_.

**ADDENDA** - This Proposal is submitted with respect to the changes to the Contract included in addenda number/s \_\_\_\_\_.  
(Fill in addenda numbers if addenda have been received and insert in this Proposal any Bid Item sheets that were received as part of the addenda.)

All Addenda must be signed and returned with the Bidder's Proposal in order for the Bid to be considered responsive.

By my signature on this proposal I certify, under penalty of perjury that the foregoing questionnaire and statements of Public Contract Code Section 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Affidavit Title 23 United States Code Section 112 and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Bidder

Business address \_\_\_\_\_  
Place of business \_\_\_\_\_  
Place of residence \_\_\_\_\_

**COUNTY OF PLACER  
BIDDER'S BOND**

**KNOW ALL PEOPLE BY THESE PRESENTS**, that we \_\_\_\_\_  
as **PRINCIPAL**, and \_\_\_\_\_  
as **SURETY**, are held and firmly bound unto the County of Placer, hereinafter called the **COUNTY**, in  
the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the  
Principal above named, submitted by said Principal to the **COUNTY** for the work described below, for  
the payment of which sum in lawful money of the United States, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these  
presents. In no case shall the liability of the surety hereunder exceed the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

**WHEREAS**, the Principal has submitted the above mentioned bid to the County of Placer, for certain  
construction specifically described as follows for which bids are to be opened at Auburn, California on  
**XXXX X, 2004 at 3:30 PM** for **AUBURN-FOLSOM ROAD WIDENING, SOUTH PHASE**  
**CONTRACT NO. 1001**

**NOW THEREFORE**, if the aforesaid Principal is awarded this Contract, and, within the time and  
manner required under the specifications, after the prescribed forms are presented to him/her for  
signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files  
the two bonds with the County, one to guarantee faithful performance and the other to guarantee  
payment for labor and materials, as required by law, then this obligation shall be null and void;  
otherwise it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall  
pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by  
the Court.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this \_\_\_\_ day of  
\_\_\_\_\_, A.D., 2004.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
<b>SURETY</b>	<b>PRINCIPAL</b>

**ADDRESS:** \_\_\_\_\_

**NOTE:** Signature of those executing for the surety must be properly acknowledged.

**CONTRACT NO. 1001**

**STATE OF CALIFORNIA  
COUNTY OF PLACER  
DEPARTMENT OF PUBLIC WORKS**

**CONSTRUCTION CONTRACT**

THIS CONTRACT is made on the date set forth below, by and between the COUNTY OF PLACER, (hereinafter "COUNTY"), and \_\_\_\_\_, (hereinafter "CONTRACTOR"). The COUNTY and CONTRACTOR for the consideration hereinafter mentioned agree as follows:

**ARTICLE 1: SCOPE OF WORK**

- 1.1. CONTRACTOR agrees to furnish all work, labor, tools, materials, transportation, equipment, services and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in, and in strict conformity with **Contract No. 1001** entitled: **AUBURN-FOLSOM ROAD WIDENING, SOUTH PHASE**, (hereinafter "PROJECT"), in compliance with the Contract Documents as described in Article 3.
- 1.2. CONTRACTOR understands and agrees that the work, labor, tools, materials, transportation, equipment, incidentals, services and other means of construction for the PROJECT shall be furnished and the work performed as required in the Contract Documents under the sole direction and control of CONTRACTOR, and subject to the inspection and approval of the COUNTY, or its representatives.

**ARTICLE 2: CONTRACT PRICE**

The COUNTY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3: CONTRACT DOCUMENTS**

- 3.1. The complete Contract consists of the following documents, to wit:
  - Notice To Contractors
  - Executed Proposal, including the Bidder's Bond
  - Construction Contract
  - Project Plans for this Project
  - Special Provisions for this Project
  - Caltrans Standard Specifications, dated July, 2002
  - Placer County General Specifications, dated October 1996
  - Caltrans Standard Plans, dated July 2002

Caltrans Traffic Manual, dated September 1992  
Equipment Rental Rates and General Prevailing Wage Rates of the State of California,  
Department of Transportation Executed Performance Bond  
Executed Payment Bond

- 3.2. Any and all obligations of the COUNTY and the CONTRACTOR are fully set forth and described in the above documents. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes collectively referred to as the Contract Documents.

#### **ARTICLE 4: TIME FOR PERFORMANCE - LIQUIDATED DAMAGES**

- 4.1. The Commencement date of the Contract for determination of the time for completion shall be the date CONTRACTOR is directed to proceed by the Director of Public Works, as stated in the Notice to Proceed and the Special Provisions. The CONTRACTOR shall complete all work required by the Contract within forty-five (45) working days after said commencement date, as adjusted and provided for in the Contract Documents.
- 4.2. In the event CONTRACTOR does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the CONTRACTOR. CONTRACTOR agrees that if all the work called for under this Contract in all parts and requirements is not completed within the performance time period set forth above, damage will be sustained by COUNTY. As it is and will be impracticable to ascertain and determine the actual damage the COUNTY will sustain, CONTRACTOR agrees to pay to COUNTY one thousand dollars (\$1,000.00) per calendar day for each and every day(s) delay in finishing the work in excess of the working days described. CONTRACTOR further agrees that COUNTY may deduct the amount of these damages from any moneys due or that may become due the CONTRACTOR under this Contract. To the extent appropriate, as determined by COUNTY in its sole discretion, COUNTY shall administer this Article in accordance with the California Department of Transportation Standard Specifications Section 8-1.07 Liquidated Damages, dated July 2002.

#### **ARTICLE 5: INDEMNITY & HOLD HARMLESS**

- 5.1. The COUNTY and all officers, agents, employees, outside parties hired to inspect the work and volunteers thereof connected with the work, including but not limited to, the Director and the Engineer, shall not be answerable or accountable in any manner for the loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either worker or the public; or damage to property from any cause which may have been prevented by CONTRACTOR or his or her workers or anyone employed by him/her.
- 5.2. CONTRACTOR shall be responsible for any liability imposed by law and for injuries to

or death of any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time prior to its acceptance.

- 5.3. The CONTRACTOR shall indemnify and save harmless the COUNTY and all officers, employees, or outside parties hired to inspect the work and volunteers thereof connected with the work, including but not limited to, the Director and the Engineer, from all claims, suits, or actions of every name, kind, and description brought forth on or on account of injuries to or death of any person, including but not limited to, workers or the public or damage to property resulting from the performance of the contract except as otherwise provided by statute. The duty of CONTRACTOR to indemnify and save harmless include the duties to defend as set forth in Civil Code Section 2778.
- 5.4. With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights to any type of express or implied indemnity against the COUNTY, its officers or employees.
- 5.5. It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the COUNTY, its officers, employees, agents and volunteers, from any and all claims, suits, or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the CONTRACTOR, the subcontractors or employees of any of these, other than the active negligence of the COUNTY, its officers and employees.

## **ARTICLE 6: INSURANCE**

- 6.1. Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with COUNTY a certificate(s) of Insurance, in a form acceptable to COUNTY, at the time of execution of this agreement. The insurance company must be acceptable to COUNTY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the COUNTY shall be provided at the same time Insurance Certificates are submitted.
- 6.2. In the event any of the required policies are canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance prior to cancellation, the COUNTY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.
- 6.3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**
  - 6.3.a. The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, before commencing the performance of the work.



- 6.3.b. By CONTRACTOR's signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract.
- 6.3.c. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 6.3.d. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the COUNTY upon demand.
- 6.3.e. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:
- Ø One Million dollars (\$1,000,000) each accident for bodily injury by accident
  - Ø One Million dollars (\$1,000,000) policy limit for bodily injury by disease
  - Ø One Million dollars (\$1,000,000) each employee for bodily injury by disease
- 6.3.f. If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 6.3.g. Each Worker's Compensation policy shall be endorsed with the following specific language:
- Cancellation Notice:** "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."
- 6.3.h. Contractor shall require all Subcontractors to maintain adequate Worker's Compensation insurance. Certificates of Works' Compensation shall be filed forthwith with the County upon demand.

#### **6.4. GENERAL LIABILITY INSURANCE:**

- 6.4.a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises, operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.
- 6.4.b. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract. One of the following forms is required: Comprehensive General Liability; Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).
- 6.4.c. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal Injury Liability of:
  - ☐ Two million dollars (\$2,000,000) each occurrence
  - ☐ Two million dollars (\$2,000,000) aggregate
- 6.4.d. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:
  - 1. The limits of liability shall not be less than:
    - ☐ Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - ☐ Two million dollars (\$2,000,000) for Personal Injury Liability
    - ☐ Two million dollars (\$2,000,000) for Products-Completed Operations
    - ☐ Two million dollars (\$2,000,000) General Aggregate
  - 2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be three million dollars (\$3,000,000).

**6.4.e. SPECIAL CLAIMS MADE POLICY FORM PROVISIONS:**

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

1. The limits of liability shall not be less than:
  - Ø Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - Ø Two million dollars (\$2,000,000) for Personal Injury Liability
  - Ø Two million dollars (\$2,000,000) aggregate for Products Completed Operations
  - Ø Two million dollars (\$2,000,000) General Aggregate
2. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the Contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made Policy.

**6.5. CONFORMITY OF COVERAGES:**

- 6.5.a. If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the COUNTY as noted above. In no case shall the types of coverages be different.

**6.6. ADDITIONAL REQUIREMENTS:**

- 6.6.a. Premium Payments: The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- 6.6.b. Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to COUNTY'S approval.

- 6.6.c. CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- 6.6.d. Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

**6.7. ENDORSEMENTS:**

- 6.7.a. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

"The County of Placer, and additional insureds (including, State of California, California Regional Water Quality Control Board) and their officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

**6.8. AUTOMOBILE LIABILITY INSURANCE:**

- 6.8.a. CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence.

6.8.b. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**ARTICLE 7: PRECEDENCE IN CONFLICTING DOCUMENTS**

- 7.1. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as acceptance of the said terms of said proposal conflicting herewith.

## **ARTICLE 8: BOND REQUIREMENTS**

- 8.1. CONTRACTOR shall furnish both a Faithful Performance Bond and a Payment Bond (hereinafter collectively "Bonds") in the full amount of the Contract on the forms provided by the COUNTY. COUNTY shall retain the Performance Bond for a one-year guarantee period from the date of the COUNTY'S acceptance of the work.
- 8.2. The bonds shall be obtained from a California admitted surety, that is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by COUNTY.
- 8.3. In case of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby.
- 8.4. CONTRACTOR agrees to obtain the consent of the surety, if required, to any change, extension of time, alteration or addition to any of the terms of the Contract Documents.

## **ARTICLE 9: COMPLIANCE WITH LAWS**

- 9.1. CONTRACTOR is an independent contractor and shall, at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits (unless specifically stated elsewhere in the Contract Documents to be obtained by COUNTY) and licenses therefor, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to CONTRACTOR's employees, whether levied under existing or subsequently enacted laws, rules or regulations. CONTRACTOR shall also pay all property tax assessments on materials or equipment used until acceptance by COUNTY. If any discrepancy or inconsistency is discovered in any of the Contract Documents in relation to any such law, rule, ordinance, regulation, order or decree, the CONTRACTOR shall forthwith report the same to the COUNTY in writing.
- 9.2. Without limitation, materials furnished and performance by CONTRACTOR hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable state or federal regulations.
- 9.3. CONTRACTOR, upon request, shall furnish evidence satisfactory to COUNTY that any or all of the foregoing obligations have been or are being fulfilled. CONTRACTOR warrants to COUNTY that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, or will have, throughout the progress of the work, the necessary experience, skill, and financial resources to enable it to perform this Contract.

- 9.4. CONTRACTOR is required to insure that material safety data sheets (MSDS's) for any material requiring a MSDS pursuant to any federal or state law are available in a readily accessible place on the Project premises. CONTRACTOR is also required to insure (a) the proper labeling of any substance brought onto the PROJECT premises by CONTRACTOR or any subcontractors or material suppliers, and (b) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.
- 9.5. CONTRACTOR is required to comply Health & Safety Sections 25249 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.
- 9.6. Contractor shall comply with Title VI of the Civil Right Act of 1964 (PL 88-352) and all regulations or other requirements issued pursuant to that Act, including, without limitation, United States Department of Agriculture nondiscrimination regulations found at 7 CFR Part 15.

#### **ARTICLE 10: PROGRESS SCHEDULE**

- 10.1. The CONTRACTOR shall submit within ten (10) days (or sooner if so specified in the Special Provisions for this project) after execution of the Contract a detailed work schedule or schedules that details the actions of the CONTRACTOR and Subcontractors working at the Site in accordance with the requirements specified in the Special Provisions. This schedule(s) shall show the dates at which the CONTRACTOR will start and complete the several parts of the work and shall conform to the completion time specified in the Contract. The COUNTY may submit comments on the work schedule. Acceptance of the schedule by COUNTY shall not constitute approval of the Plan by CONTRACTOR for completion of the work.
- 10.2. The CONTRACTOR shall review and, if necessary, revise the progress schedule at least once a month or as specified in the Special Provisions for this project. In any event, the CONTRACTOR shall submit a current schedule to the Engineer at the Engineer's request at any time during the Contract period.
- 10.3. No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the CONTRACTOR if the project falls ten (10) working days behind schedule. For delays or portions of delays for which the CONTRACTOR is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the PROJECT on schedule.

#### **ARTICLE 11: PROMPT PAYMENT PROVISIONS**

- 11.1. Prompt payment provisions in accordance with Section 20104.50 of the Public Contract Code shall apply to this contract.
- 11.2. If COUNTY fails to make a progress payment within thirty (30) days after receipt of an

undisputed and properly submitted payment request from CONTRACTOR, COUNTY shall pay interest to CONTRACTOR equivalent to 0.833% per month (10% per annum).

- 11.3. COUNTY shall review each payment request as soon as practicable after receipt to determine whether the payment request is proper. Any payment request determined to be an improper payment request shall be returned to CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

#### **ARTICLE 12: ANTITRUST CLAIM ASSIGNMENT**

- 12.1. In entering into a Public Works contract or a subcontract to supply goods, services, or materials pursuant this Contract, the CONTRACTOR and all subcontractors shall offer and agree to assign to COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective at the time the COUNTY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

#### **ARTICLE 13: PREVAILING WAGES**

- 13.1. CONTRACTOR acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The CONTRACTOR agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and Labor Code section 1770 et seq. CONTRACTOR agrees specifically to comply with the provisions of Labor Code sections 1720, 1773.3, 1776, and 1777.5, as well as Section 7-1.01A of the Department of Transportation Standard Specifications and these Contract Documents.

#### **ARTICLE 14: SEVERABILITY.**

- 14.1. Nothing contained in the Contract Documents shall be construed to require the commission of any act contrary to law. Should a conflict arise between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as previously mentioned, such illegality shall not affect the validity of this Contract.

#### **ARTICLE 15: COMPLETE AGREEMENT**

- 15.1. These Contract Documents supersede any and all agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this

Contract acknowledges that no representation by any party, which is not embodied herein, or any other agreement, statement, or promise not contained in these Contract Documents shall be valid and binding.

#### **ARTICLE 16: INTERPRETATION**

- 16.1. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- 16.2 In case of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

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**ARTICLE 17: BID ITEMS**

**AUBURN-FOLSOM ROAD WIDENING, SOUTH PHASE**

**CONTRACT NO. 1001**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE DOLLARS/UNIT</b>	<b>TOTAL COST</b>
1	Temporary Fence (Type ESA)	FT	3500		
2	Construction Site Management	LS	1		
3	Prepare Storm Water Pollution Prevention Plan	LS	1		
4	Water Pollution Control	LS	1		
5	Construction Area Signs	EA	8		
6	Traffic Control System	LS	1		
7	Type III Barricade	EA	0		
8	Temporary Pavement Marking (Paint)	SQFT	359		
9	Temporary Traffic Stripe (Paint)	FT	6011		
10	Temporary Channelizers	EA	54		
11	Temporary Railing (Type K)	FT	9800		
12	Temporary Crash Cushion	EA	126		
13	Remove Fence (Wood)	FT	1152		
14	Salvage Fence (Wood)	FT	217		
15	Remove Fence (BW)	FT	1423		
16	Remove Traffic Stripe	FT	17758		
17	Remove Pavement Marking	SQFT	1418		
18	Remove Monument Sign	EA	2		
19	Remove Culvert	EA	7		
20	Remove Roadside Sign	EA	2		
21	Remove Concrete (Curb and Gutter)	FT	218		
22	Relocate Fire Hydrant	EA	1		
23	Relocate Roadside Sign	EA	33		
24	Relocate Monument Sign	EA	1		
25	Adjust Water Valve Cover to Grade	EA	5		

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE DOLLARS/UNIT	TOTAL COST
26	Adjust Water Meter Box to Grade	EA	1		
27	Adjust Manhole to Grade	EA	4		
28	Clearing and Grubbing	LS	1		
29	Develop Water Supply	LS	1		
30	Roadway Excavation	CY	22697		
31	Rock Excavation	CY	2666		
32	Shoulder Backing	CY	502		
33	Ditch Excavation	FT	3979		
34	Basin Excavation	CY	83		
35	Erosion Control (Type D)	SQYD	8855		
36	Revegetation Planting (15 Gallon Trees)	EA	622		
37	Temporary Irrigation Facilities (Revegetation Planting)	LS	1		
38	Imported Topsoil	CY	1025		
39	Cultivate	LS	1		
40	Soil Amendment	CY	35		
41	Mulch	CY	102		
42	Fertilizer Packets	EA	1911		
43	Plant (Group A)	EA	642		
44	Plant (Group B)	EA	303		
45	Plant (Group U)	EA	40		
46	Plant Establishment Work (90 WD) (Highway Planting)	LS	1		
47	Plant Establishment Work (600 WD) (Revegetation Planting)	LS	1		
48	Plastic Header Board	FT	2252		
49	Gravel Maintenance Strip	CY	62		
50	Root Barrier	FT	2252		
51	1-1/2" Flow Sensor Electric Transmitter	EA	1		
52	Control and Neutral Conductors	LS	1		
53	Paige Cable Conduit – 1¼" PVC Sch 40	FT	20		

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE DOLLARS/UNIT	TOTAL COST
54	2" Conduit – Wiring (Sch 40)	FT	50		
55	Concrete Pull Box	EA	2		
56	1" Electric Remote Control Valve	EA	18		
57	1½" Master Electric Control Valve	EA	1		
58	1" Remote Control Valve / Filter	EA	18		
59	Air Relief Valve	EA	18		
60	Flush Valve	EA	18		
61	32 Station Irrigation Controller	EA	1		
62	Controller Enclosure Cabinet / Pad	EA	1		
63	¾" Plastic Pipe (PR 200)(Lateral Line)	FT	325		
64	1" Plastic Pipe (PR 200)(Lateral Line)	FT	40		
65	1½" Plastic Pipe (Sch 40) (Mainline) (Supply Line)	FT	825		
66	1¼" Plastic Pipe (Sch 40) (Mainline) (Supply Line)	FT	500		
67	1" Plastic Pipe (Sch 40) (Mainline) (Supply Line)	FT	120		
68	Subsurface Dripline	LS	1		
69	1½" Gate Valve	EA	1		
70	1" Quick Coupling Valve	EA	19		
71	1" Ball Valve	EA	9		
72	Backflow Prevention Device	EA	1		
73	Backflow Enclosure	EA	1		
74	Water Meter (Incl. Tap)	EA	1		
75	Water Development Fees	LS	1		
76	Irrigation Electrical Service	LS	1		
77	Electrical Meter / NEMA Enclosure	EA	1		
78	6" Conduit	FT	126		
79	Decomposed Granite	CY	126		
80	Aggregate Base (Class 2)	CY	10389		

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE DOLLARS/UNIT	TOTAL COST
81	Asphalt Concrete (Type A)	TON	10671		
82	Asphalt Concrete (Open Graded)	TON	1554		
83	Place Asphalt Concrete Dike (Type A)	FT	3040		
84	Minor Concrete (Minor Structure)	CY	23		
85	CMU Block Wall	SQFT	13882		
86	Architectural Finish (Stone Veneer)	SQFT	1930		
87	Monument Sign	EA	2		
88	18" HDPE	FT	871		
89	24" HDPE	FT	730		
90	30" HDPE	FT	449		
91	Flume Downdrain	FT	42.5		
92	Entrance Taper	EA	11		
93	36" Corrugated Steel Pipe (CSP) Riser	FT	43		
94	18" Flared End Section	EA	2		
95	24" Flared End Section	EA	1		
96	30" Flared End Section	EA	4		
97	36" Precast Storm Drain Manhole	EA	2		
98	Rock Slope Protection (Facing)	CY	68		
99	Rock Slope Protection Fabric	SQFT	2880		
100	Minor Concrete (Curb)	CY	75		
101	Minor Concrete (Curb & Gutter)	CY	10		
102	Minor Concrete (Sidewalk)	CY	5		
103	Minor Concrete (Curb Ramp)	CY	2		
104	Miscellaneous Iron & Steel	LB	3783		
105	Fence (Type WM)	FT	1460		
106	Fence (Wood)	FT	203		
107	Thermoplastic Traffic Stripe	FT	18961		
108	Thermoplastic Pavement Marking	SQFT	1629		
109	Signal & Lighting	LS	1		

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE DOLLARS/UNIT	TOTAL COST
110	24" Ductile Iron Pipe Water Line & Fittings	FT	3106		
111	24" Butterfly Isolation Valves	EA	5		
112	6" Low Point Blowoff	EA	4		
113	4" End Line Temp Blowoff	EA	2		
114	1" Air Vacuum Relief Valve	EA	5		
115	Pressure Test	LS	1		
116	Pipeline Disinfection and Testing	LS	1		
117	MOBILIZATION 10%	LS	1		
118	Mobilization	LS	1		

**Total Cost:** \_\_\_\_\_

\_\_\_\_\_  
**Name of Contractor**

\_\_\_\_\_  
**Name of Company**

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

**APPROVED AS TO PROCEDURE**

By: \_\_\_\_\_  
T.D. Hackworth, Director  
Department of Public Works

Date: \_\_\_\_\_

**APPROVED AS TO FUNDS**

By: \_\_\_\_\_  
Auditor, Placer County

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
County Counsel, Placer County

Date: \_\_\_\_\_

**“COUNTY”  
COUNTY OF PLACER**

By: \_\_\_\_\_  
Harriet White, Chairman  
Board of Supervisors

Date: \_\_\_\_\_

**Award of Contract No. \_\_\_\_\_  
By the Board of Supervisors  
On: \_\_\_\_\_**

**“CONTRACTOR”**

(Type full legal name of contractor, entity  
type, state of organization here)

Example: XYZ Corp., Inc.  
A California Corporation  
A Nevada Partnership

\_\_\_\_\_  
COMPANY NAME

By: \_\_\_\_\_  
(Signature Notarized)

By: \_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature # 2  
(Signature Notarized)

By: \_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

**Licensed in accordance with an act  
providing for the registration of Contractors,  
Contractors License Number: \_\_\_\_\_**

"If Contractor is a corporation, contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Contractor is another type of business entity, such as a partnership or limited liability company, contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

# **CERTIFICATION**

## **LABOR CODE SECTION 1861**

## BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, COUNTY OF PLACER, STATE OF CALIFORNIA, hereinafter called the "Owner" has awarded to \_\_\_\_\_, as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows: **AUBURN-FOLSOM ROAD WIDENING, SOUTH PHASE, CONTRACT NO. 1001**

**AND, WHEREAS, the Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law;**

NOW, THEREFORE, we, the undersigned Contractor and \_\_\_\_\_  
Surety, are held and firmly bound unto the Owner in the amount required by law, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such, that if the Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code 3181, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amount due the Franchise Tax Board as provided in Civil Code 3248, that the surety or sureties herein will pay for the same, in amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought in this bond, the said surety will pay reasonable attorneys' fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons referred to in Civil Code 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code 3267.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that surety covenants that it is an Admitted Surety Insurer in the State of California as defined by California Code of Civil Procedures, Section 995.120.

Approved as to form:

By _____ COUNTY COUNSEL PLACER COUNTY	_____ *SURETY Attorney-In-Fact (Signature must be notarized)  Date _____	_____ CONTRACTOR (Signature must be notarized)  Date _____
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Address of Surety: \_\_\_\_\_

**\* ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH COUNTY CLERK OF PLACER COUNTY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**  
**BOND OF FAITHFUL PERFORMANCE**



KNOW ALL MEN BY THESE PRESENTS THAT WE \_\_\_\_\_,  
\_\_\_\_\_, The Contractor in the Contract hereto annexed, as  
principal, and \_\_\_\_\_ as surety are held and firmly bound unto the County  
of Placer in the sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) lawful money of the United States, for which payment, well and  
truly to be made, we bind ourselves, jointly and severally, firmly by these presents

The condition of the above obligation is that if said principal as Contractor in the contract hereto  
annexed shall faithfully perform each and all of the conditions of said contract to be performed by him,  
and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other  
than material, if any, agreed to be furnished by the County, necessary to perform and complete, and to  
perform and complete in a good workmanlike manner, and to guarantee acceptable performance of the  
work for a period of one year following the acceptance of the project, the work of **AUBURN-  
FOLSOM ROAD WIDENING, SOUTH PHASE, CONTRACT NO. 1001** in strict conformity with  
the terms and conditions set forth in the contract hereto annexed, and after a period of one year  
following the acceptance of the project, then this obligation shall be null and void, otherwise to remain  
in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the work to be  
performed thereunder or the specifications accompanying the same shall, in any wise, affect its  
obligation on this bond, and it does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees in case suit is brought upon this bond, that it will pay, in addition to the basic  
obligation herein, all court costs, expenses, and all reasonable attorney's fees to be awarded and fixed  
by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

Approved as to form:

COUNTY COUNSEL PLACER COUNTY	_____ *SURETY <u>Attorney-In-Fact</u> (Signature must be notarized)  Date_____	_____ CONTRACTOR (Signature must be notarized)  Date_____
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Address of Surety: \_\_\_\_\_

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COUNTY CLERK OF PLACER COUNTY OR INCLUDE A COPY OF POWER OF  
ATTORNEY WITH THIS BOND.